

NIXEDONIA

Definition: **Nixedonia** - [ni.khe.'dθ̥.ni.θ̥.] - Eng. (noun.)
"the joyful condition of anticipated success."

Определение: **Nixedonia** - [Нихедония] - (сущ.)
"радостное состояние ожидаемого успеха."

Consultative Selling - 2

Legal Consultative Selling



Bratislava Chisinau Copenha... Kuba

Success does not come overnight. It takes more than inspiration but also planning, hard work, and, importantly for easily-distracted lawyers: perseverance. If we do not regularly schedule Business Development into our hectic schedules each week, it most likely won't ever happen. You will always be too busy. You will always have other work to do. We can make a thousand justifications to not do something-especially if we don't want to do it nor are certain how to do it. But remember that billable hours are only our income for today: Business Development hours are our income for tomorrow and all the future days then after. And so, otherwise, the years will pass, and like a leaf upon a stream, snuggled safe within our comfort zone, we will drift along wherever the currents of fate might take us. Unfortunately, it may well not take us where we would like to go! Even if we are fortunate and no rapids or waterfalls dash us and sink our dreams, this passivity is a grave mistake. This comfort in inaction is an illusion. One day we might find that we are stuck in some stagnant backwater, and the way ahead seems lost. Our career journey doesn't have to be like this. Not at all. While the rivers ahead won't always be calm, and we'll definitely be drawn back more than once, we must sail onwards. Yet, we can still enjoy the flow, and control our route. As in the N of the Nixedonia logo, the graph of our progress will nevertheless, despite the inevitable setbacks and disappointments, show a positive trend. We must not be afraid to fail. By learning to swim, we are less likely to go under; we are more likely to reach our destination. We will certainly fail. Again and again. And that is OK. We will learn from that, and try harder. We will sail, not drift. We will succeed in our personal growth, in our wealth, and in our freedom. And finally, along this great journey, we will attain Nixedonia and thereafter reach any shore that we desire. Anywhere...

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“When the sun is shining I can do anything; no mountain is too high, no trouble too difficult to overcome.”
 - Wilma Rudolph

Legal Consultative Selling

On the market there are many **Consultative Selling** models available. From my experience in training lawyers across over 50 jurisdictions I would say that almost no law firms use a **Consultative Selling** method at all for their firms. Most have no difference in how they meet a new **Prospect** and use a **Black-Box Approach** to deal with them.

What Is Consultative Selling?

Consultative Selling from the theory that relationship selling is client-centric. It requires you to adapt your selling process to your client, and it delivers personal solutions. To make this work, you have to ask your client a lot of questions, let him do most of the talking, and give his responses your full attention. In doing so, we translate their **Implicit Needs** into **Explicit Needs**. This opens a wealth of opportunity, especially in **Cross-Selling**, for us beyond simply doing what we are initially asked to do.

In fact, straight away we can see a few advantages of **Consultative Selling** for lawyers: it prevents lawyers from talking too much (there should be the **80/20 Rule** where lawyers ought only to speak 20% of the time), it forces them to **listen more** (even partners can get impatient with years of experience and begin jumping to conclusions when hearing similar cases year in and year out) and it forces lawyers not to think about legal products, but rather **the needs of the client**. Further, it encourages lawyers to speak **Plain English**, not **Legalese**, and to be understandable and approachable to the client. This can only be a good thing.

So, **Consultative Selling** can be understood as a series of different types of questions that take place during the meeting (and these questions flow in a chronological order):

- Bothering Questions** - “What’s bothering you, Thomas?”
- Worst-Case Scenario Questions** - “How much will you lose if they win the case?”
- Value of Solutions Questions** - “How much would you save if we showed how to not lose?”

One way to simply think of this process is that the **Bothering Question** is used to identify pain, dissatisfaction, hurt, worry – in others words, **Needs**. When you have found a **Need**, you then use a **Carrot & Stick Approach** to asking questions – with the scary questions first. **Worst Case Scenario Questions** are the stick, and increase the pain, increase the need, and decrease price sensitivity for a solution. Then, the carrot is the **Value of Solution Questions** - you don’t tell them the solution (that would be a **Spoiler**), but you ask them the **Value of Solutions** (meaning, you know a solution), this again increases the **Need**, and decreases price sensitivity. This simple 3-step process results in easier **Closing**.



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Before going further, I should note that even before the **Consultative Selling** stage, keep in mind that for some cultures the **Rapport** before beginning a meeting is very important. If you are meeting Brits, for example, “**play the game**”, have patience and don’t hurry them too much if they need time to discuss **Small Talk**. Coming across as hurried, officious, cold or distant can kill a relationship even before it has started, so remember to apply a little charisma in your meeting. **Be sure to Smile.** 😊

Next, only after the small-talk, and building rapport, then you should continue with **Consultative Selling**.

Opening

The opening of the meeting is not the most important part, but it does pave the way for the important steps that come after. At the beginning of every meeting, you want to set the preliminaries and make any necessary introductions.

(In larger legal sales, you usually won’t spend very long on introductions because 95 percent of the time you will be meeting with an existing client or a prospect you have already met.)

If you are following up on an earlier meeting, it’s important to recap the conclusions of your last discussion:

“The last time we spoke, we talked about pricing and setting a timeline, and you agreed that you would like to move forward if we could put together a proposal that matched your budget and would meet your deadlines.”

Then, most important, you want to begin the conversation by getting your client’s agreement to let you ask him some questions. This builds rapport and establishes a buyer centered purpose for your meeting.

Small Talk & General Questions

Before moving onto **Bothering Questions**, the start of **Consultative Selling**, you should do both **Small Talk** and some **General Questions**. These deal with the straightforward facts about the client’s existing situation and provide a starting place for understanding your client’s needs.

For instance, might ask the **Prospect**, *“Does your company already use outsourced legal tax advice from any of the local law firms?”*

If you ask too many **General Questions**, you risk boring your **Prospect**, and damaging your credibility, so ask them sparingly. If you do careful research before your meeting, you should find out most of the basic information about your **Prospect’s** current situation before your meeting so that the questions you ask are only the ones that will provide information you aren’t able to track down elsewhere.

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Note, you don’t need to do everything yourself. **Prospect Research** and a small report about them could be something easily delegated to an Intern, Paralegal or Legal Secretary – ask them for **Spectrum Analysis**.

Bothering Questions

You already know that your **Prospect** will only be motivated to buy if he recognizes he has a **Need**. Asking **Bothering Questions** helps him understand his needs, and ultimately it paves the way for you to propose a solution that seems beneficial. **Bothering Questions** are the most effective in small sales:

“What difficulties are you having complying with the new labor regulations?”

But in high value legal sales it is still important to ask a few **Bothering Questions** so that you and your **Prospect** share an understanding of the problem or **Needs**.

Sometimes it is tempting to jump right into presenting the **Benefits** of your legal solution, and to simply **Pitch** the **Prospect**. However, keep in mind that your **Prospect** might not always see his problem right away, even if it is already evident to you. Some problems are implicit, and not known or visible right away, so you might have to ask open questions to find them out.

One final thought about **Bothering Questions**: do note that you don’t have to use the word “problem”. Without getting too much into language issues, problems could be viewed as being “worries”, “concerns”, “challenges”, “issues”, etc. – they will have different labels depending on the **Prospect’s** level of conscious awareness of them.

Worst-Case Scenario Questions

In legal sales, **Worst Case Scenario Questions** are closely linked to success because they increase a **Prospect’s** motivation to seek change. **Worst Case Scenario Questions** uncover the negative effects or possible consequences of a **Prospect’s** problems. These are a little bit like the “stick” in the carrot and stick approach to motivating somebody to take action.

The questions after the **Worst-Case Scenario Questions**, are like those of the “carrot”. We can sometimes use these to visualize the “worst-case scenario” of not taking action and finding a solution.

Note, in some cultures lawyers are uncomfortable in drawing attention to **Worst-Case Scenarios**. You should, however, both to let the **Prospect** know where they truly stand and, also, in doing so you raise the value of your solution. If a **Prospect** realizes he is facing potential corporate bankruptcy or personal criminal liability, he will become far less likely to then ask for a 10% discount when you do your **Close**. (the **Close** is asking for the purchase decision)

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The **Worst-Case Scenario** are especially effective when your **Prospect** is a decision maker whose success depends on understanding the underlying causes of a problem and its potential long-term consequences. And, of course, we remember that we should be aiming to speak with the **KDM** (key decision maker) when making legal sales. With employees at lower levels of the corporate hierarchy, “**worst case scenarios**” might well have less impact or concern than for those in top management positions.

Value of Solution Questions

Once you help your **Prospect** uncover his specific **Needs**, and have increased his awareness of the **Worst-Case Scenarios**, thus encouraging him to seek a solution, you can help him to discover a way out by asking how his problems could be resolved.

These questions are called **Value of Solution Questions**.

Having highlighted the pain through the **Worst-Case Scenario**, we now highlight the joy of a solution through **Value of Solution Questions**. If you ask your **Prospect** the right **Value of Solution Questions**, he will tell you how your solutions can help him; you won’t even need to spend much time talking about your legal services **Benefits** because he will have already convinced himself that your solution will be valuable to him.

I think this is one of the clever parts about **Consultative Selling**. In the end, you are not telling the **Prospect** solutions, you are having him explain to you the **Value of a Solution**. You don’t persuade the **Prospect**, they persuade themselves.

FAB After Consultative Selling

At last, now that you have gone through the three stages of **Consultative Selling**, you can propose your legal solution. However, to do this best, we should use **FAB**:

- You begin *with the service* **Features**: *“This due diligence will clarify chain of title to the land plot as well as ownership rights.”*
- *Its* **Advantages**: *“Hence, we will discover if there is any cloud on title. You will see if there are any problems or potential deal-breakers in making this transaction.”*
- *Then, the* **Benefits**: *“And, as a result, you will have peace of mind that this purchase can go through safely and smoothly without any legal hassles or massive hidden expenses appearing later.”*

Do note that **lawyers tend to make overly wordy FAB statements**. These need to be written, cut down to shorter form, and then learned. Of course, they must not sound scripted.



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Also, don't overcomplicate your **FAB** statements. One **Feature** should be linked to one **Advantage** giving one **Benefit**.

Consultative Selling is all about customization; when you are demonstrating capability, you want to show your **Prospect** how your solution applies to the needs he has expressed. Listing the services **Advantages** demonstrates how that service could be useful to anyone (a generic client), but you don't want to treat your buyer like a generic client.

Lawyers who demonstrate capability by presenting **Benefits** (rather than **Advantages**) don't have to deal with as many objections from their **Prospects**. However, you can only demonstrate **Benefits** successfully if you have asked the right questions to uncover your **Prospect's** specific **Needs** / worries.

Closing & Trial Closing

In smaller sales, obtaining commitment is straightforward: either your **Prospect** decides to buy, or he tells you that he isn't interested. In legal sales, on the other hand, it might take several weeks, if not longer, before your **Prospect** agrees to purchase your services, so a meeting that ends without a sale is in no way a failure. Still, at the end, we do need to ask for a purchase decision (a **Close**), and this is best done after testing the waters, to see interest (a **Trial Close**).

In between your first meeting and their decision to buy, you may have a number of meetings in which you either decide to move the process forward, terminate the process, or continue the process without an **Advance**. Any time your **Prospect** ends a call by agreeing on an action that moves you closer to the final sale you have experienced a successful outcome – this is an **Advance**.

The commitment you propose at the end of the call will depend on your pre-call objectives. The most effective pre-call objectives are those that include concrete actions on the part of the client, such as “get the prospect to agree to call two of your past clients” or “get the prospect's list of law firm selection criteria.”

Telling them to call you if they have any questions is certainly no advance at all.

Why Use Consultative Selling?

In **Consultative Selling**, such as with legal services sales, the idea of a sales “presentation” can be misleading. The last thing you want to do, like some major law firms do indeed do, is to bore the **Prospect** to death with a 20 page “**Death by PowerPoint**” boasting about how wonderful your firm is.



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Quite often, the fact that they are seeing you at all means that they know you are in Chambers, or the Legal 500, or they have had a referral, or they’ve investigated your website and so they already know you have credibility. You don’t need to bang a drum about it.

So, to deliver customized value you have to understand their needs and make sure that you are in agreement with him about a solution he could use. Lawyers and partners need to look at the client meeting not in terms of the legal services we can sell, but, rather, in terms of what problems we can help the **Prospect** resolve. We need to put ourselves in his shoes.

Additionally, note, we need to keep an open ear for **Cross-Selling opportunities** and not miss these by being merely focused on our work for a certain issue at hand.

If you don’t want to distract during your meeting by digressing into **Cross-Selling**, you can always use the **“Oh, and by the way…”** approach just as you are leaving the door.

This means that after you have done the following stages: Rapport, Consultative Selling, Trial Close & Close, and just as you are going, you might say something like:

“Oh, and by the way, regarding those labor law issues you mentioned earlier. One of my friends, Nadya, is an expert Labor Law Specialist. If you like, I could arrange for her to drop you an email and see if she could help you at all. Would that be ok?”

Finally, we do note that the **“sales presentation”** is, in fact, badly named: it should be a two-way communication – not a lawyer monologue and not, too, giving basically free legal advice by telling the **Prospect** how to solve their issues for an hour. Don’t lay all your cards on the table at once.

When you make the effort to listen to your prospect this way, through using **Consultative Selling**, and when you work to understand his needs, not only will you close more sales, but you will also build stronger, lasting client relationships.

Your **Prospect** will come to trust you and to rely on you as a problem-solving expert. You must not be just a lawyer. You must be a trusted business partner.

If you have any questions, or would be interested in applying **Consultative Selling** for your legal services, then contact me at any time – john@nixedonia.com